

STATE OF MISSISSIPPI

MAR 26 3 34 PM '98

Main Line System  
Tract No. M-281

COUNTY OF DESOTO

BK 77 PG 83  
FILED**NO OCCUPANCY OF SURFACE AREA AGREEMENT**

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of March, 1998, by and between **ROY C. SECKT and MARGARET M. SECKT, his wife**, whose address is P.O. Box 211, Walls, Mississippi 38680 (hereinafter collectively called "Landowner"), and **TEXAS GAS TRANSMISSION CORPORATION**, a Delaware corporation, its successors and assigns, whose address is 3800 Frederica Street, Owensboro, Kentucky 42301 (hereinafter called "Texas Gas").

**WITNESSETH:**

For and in consideration of the sum of One Thousand Dollars and No/100 (\$1,000.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, Landowner does hereby agree to the hereinafter terms and conditions affecting the following described property, hereinafter referred to as the "No Occupancy Of Surface Area":

**NO OCCUPANCY OF SURFACE AREA**

The following described land lying in DeSoto County, Mississippi, and being described as portions of property described in Warranty Deeds dated June 22, 1977, recorded in Deed Book 130, at Page 89, and July 26, 1985, recorded in Deed Book 179, at Page 503, in the Office of the Chancery Clerk of DeSoto County, Mississippi as follows:

Commencing at the Northwest corner of Section 1, Township 2 South, Range 9 West, thence East on and along the North section line of Section 1, approximately 1,723.90 feet to a point; thence South approximately 40 feet to a point; thence N 84° 40' E approximately 17.30 feet to the Point of Beginning of the hereinafter-described No Occupancy Of Surface Area; thence N 84° 40' E approximately 516 feet to a point; thence S 03° 38' 50" E approximately 426 feet to a point; thence S 38° 30' W approximately 157 feet to point; thence N 36° 00' W approximately 680 feet to the Point of Beginning.

The above-described No Occupancy Of Surface Area is shown on Texas Gas Drawing No. LL-3480, attached hereto and made a part hereof.

**WHEREAS**, Landowner is the owner of the above-described No Occupancy Of Surface Area by virtue of certain Warranty Deeds dated June 22, 1977, recorded in Deed Book 130, at Page 89, and July 26, 1985, recorded in Deed Book 179, at Page 503, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, Texas Gas, by valid and existing Right Of Way Agreements, owns and operates four (4) large diameter natural gas transmission pipelines, consisting of two (2) 26-Inch, one (1) 30-Inch, and one (1) 36-Inch pipelines in the vicinity of the above-described No Occupancy Of Surface Area; and

**WHEREAS**, the above-referenced Right Of Way Agreements are dated and recorded as follows: June 10, 1948, of record in Right Of Way Book No. 37, at Page 19; March 21, 1951, of record in Right Of Way Book No. 37, at Page 321; January 20, 1959, of record in Right Of Way Book No. 46, at Page 136; and May 16, 1966, of record in Right Of Way Book 60, at Page 367, all in Office of the Chancery Court of DeSoto County, Mississippi; and

**WHEREAS**, Texas Gas desires that no buildings, mobile home trailers, or dwelling units used for the occupancy of people be located on or within the No Occupancy Of Surface Area for the term of this Agreement.

**NOW THEREFORE**, the parties hereto do hereby mutually agree to the following terms and conditions:

1. Landowner agrees that their existing mobile home trailer, presently located within the above-described No Occupancy Of Surface Area, will be moved outside the No Occupancy Of Surface Area by May 31, 1998.
2. Landowner agrees that they, during the term of this Agreement, will not build, place, or relocate any building, mobile home trailer, or dwelling units used for the occupancy of people within the said No Occupancy Of Surface Area.
3. The term of this Agreement shall remain in full force and effect for as long as Texas Gas operates or maintains any or all the above-referenced pipelines across the lands described in the Right Of Way Agreements referenced hereinabove.
4. This Agreement is further made subject to those certain additional terms and conditions found in a separate Letter Agreement executed simultaneously herewith by and between the parties hereto.
5. This Agreement and each and all of its terms and conditions shall extend to and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed the day and date first hereinabove written.

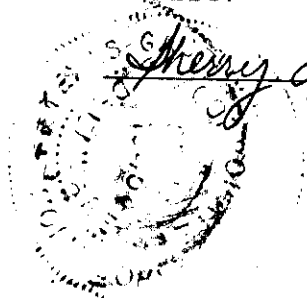
WITNESS:

Glenn Floyd  
Glenn Floyd

LANDOWNER

Roy C. Seckt  
Roy C. Seckt  
Margaret M. Seckt  
Margaret M. Seckt

ATTEST:

Sherry L. Rice  
Asst. Sec.  


TEXAS GAS TRANSMISSION CORPORATION

By E. J. Ralph Vice President AM

GRANTOR:

P.O. Box 211  
Walls, Mississippi 38680

GRANTEE:

3800 Frederica Street  
Owensboro, Kentucky 42301

INDEXING INSTRUCTIONS: Township 2 South, Range 9 West, Section 1, DeSoto County, Mississippi, Northwest Quarter

THIS INSTRUMENT WAS PREPARED BY:

Nicholas W. Hetman  
Nicholas W. Hetman, Esq.  
Texas Gas Transmission Corporation  
3800 Frederica Street  
Owensboro, Kentucky 42301

AGREEMENTS - D:\agreement\m-281.var

Signature page of No Occupancy Of Surface Agreement by and between Roy C. Seckt, Margaret M. Seckt, and Texas Gas Transmission Corporation dated 3-23-98.

## STATE OF MISSISSIPPI

## COUNTY OF DESOTO

On this 18<sup>th</sup> day of MARCH, 1998, before me, KERRY P. PARKER,  
a Notary Public, appeared **Roy C. Seckt and Margaret M. Seckt, his wife**, and that said No  
Occupancy of Surface Agreement was signed and acknowledged to be their free act and deed for  
the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kerry P. Parker  
Notary Public

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: April 8, 2001  
BONDED THRU HEIDEN-MARCHETTI, INC.

## STATE OF KENTUCKY

## COUNTY OF DAVIESS

On this 23<sup>rd</sup> day of March, 1998, before me, Charles J. Holmes,  
a Notary Public, appeared E. J. Ralph, a Vice President of Texas Gas Trans-  
mission Corporation, a corporation, and that said No Occupancy Of Surface Agreement was  
signed and acknowledged to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charles J. Holmes  
Notary Public

My Commission Expires:

10-23-2001

Notary page of No Occupancy Of Surface Agreement by and between Roy C. Seckt, Margaret M. Seckt, and Texas Gas Transmission Corporation dated 3-23-98.

## Exhibit "A"

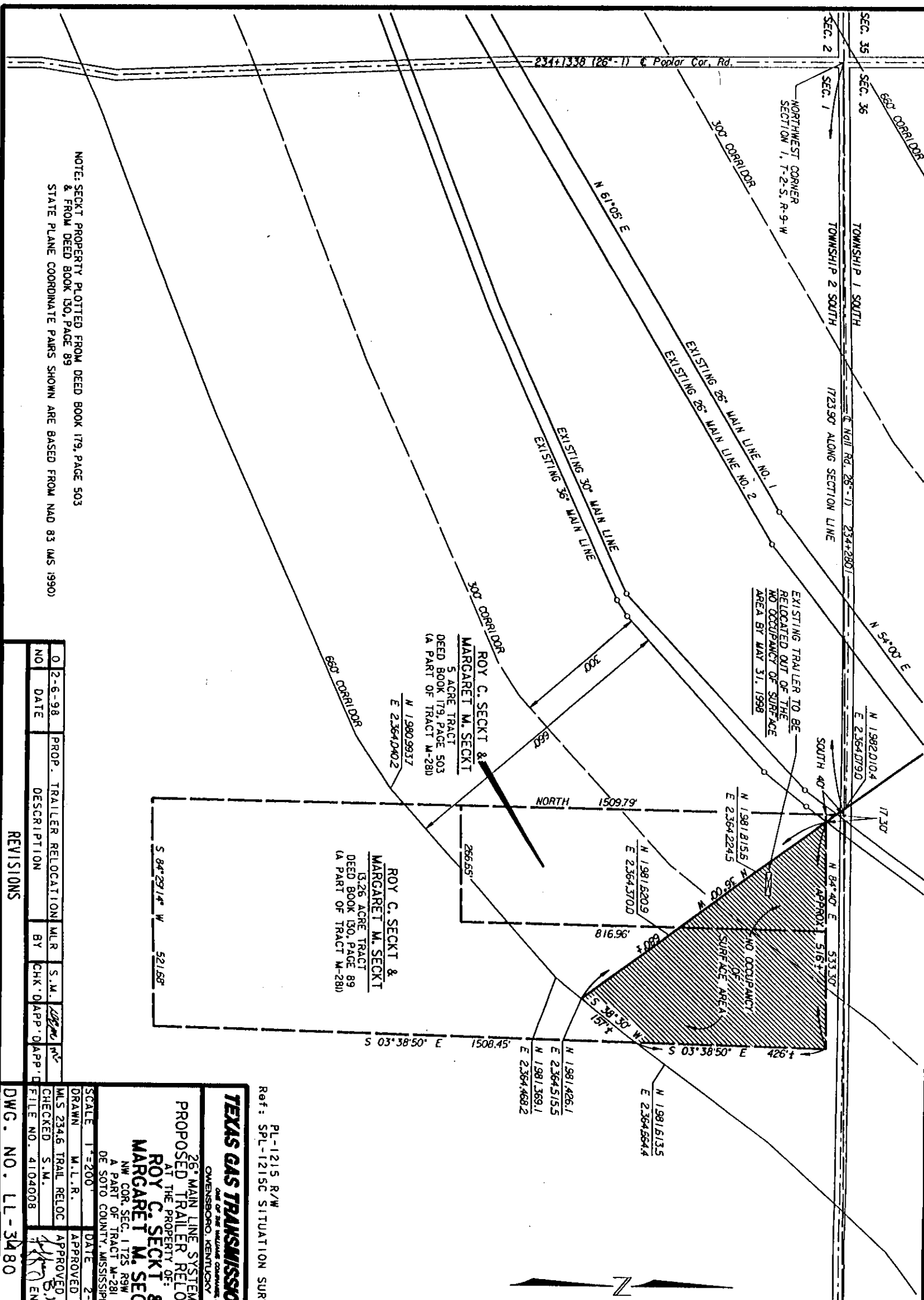
18.26 acres, more or less, in the Northwest Quarter of Section 1, Township 2 South, Range 9 West, DeSoto County, Mississippi, described as beginning at a point 1723.90 feet East and 40.00 feet South of the Northwest corner of Section 1, Township 2 South, Range 9 West; thence North 84 degrees 40 minutes East along the south right-of-way of Nail Road 533.30 feet; thence South 3 degrees 38 minutes 50 seconds East along a fence line 1508.45 feet; thence South 84 degrees 29 minutes 14 seconds West along a fence line 521.68 feet; thence North 1509.79 feet to point of beginning, containing 18.26 acres. LESS AND EXCEPT: Beginning at a point 1723.90 feet East and 40.00 feet South of the N.W. corner of Section 1, Township 2 South, Range 9 West; thence N 84 degrees 40' E along the south R.O.W. of Nail Road 266.65 feet; thence S 4 degrees 04' 41" E 816.96 feet; thence S 84 degrees 40' W 266.65 feet; thence N 4 degrees 04' 41" W 816.96 to the point of beginning, containing 5.00 acres.

The above-described tract of land being the same property described in that certain Warranty Deed dated June 22, 1977, from John O. Seckt to Roy C. Seckt and wife, Margaret M. Seckt, of record in Deed Book 130, at Page 89, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Also,

5 acres in the Northwest Quarter of Section 1, Township 2 South, Range 9 West, described as beginning at a point 1723.90 feet East and 40 feet South of the Northwest corner of Section 1, Township 2 South, Range 9 West; thence North 84 degrees 40 minutes East along the South right-of-way of Nail Road 266.65 feet to a point; thence South 4 degrees 04 minutes East 816.96 feet to a point; thence South 84 degrees 40 minutes West 266.65 feet to a point; thence North 4 degrees 04 minutes West 816.96 feet to the Point of Beginning and containing 5 acres.

The above-described tract of land being the same property described in that certain Warranty Deed dated July 26, 1985, from Minnie Elizabeth Seckt and Alyce Laverne Seckt to Roy C. Seckt and wife, Margaret M. Seckt, of record in Deed Book 179, at Page 503, in the Chancery Clerk's Office of DeSoto County, Mississippi.



NOTE: SECT PROPERTY PLOTTED FROM DEED BOOK 179, PAGE 503

& FROM DEED BOOK 130, PAGE 89

STATE PLANE COORDINATE PARS SHOWN ARE BASED FROM NAD 83 (MS 1990)

NO	DATE	PROG.	TRAILER RELOCATION	MLR	S.M.	CHK'D	APP'D	APP'D
0	2-6-98							
REVISIONS								
NO	DATE	DESCRIPTION	BY	CHK'D	APP'D	APP'D		

PL-1215 R/W  
Ref: SPL-1215C SITUATION SURVEY

**TEXAS GAS TRANSMISSION**  
ONE OF THE SOUTHERN COMPANY, INC.  
OWENSBORO, KENTUCKY

26" MAIN LINE SYSTEM  
PROPOSED TRAILER RELOCATION  
AT THE PROPERTY OF:  
**ROY C. SECK &  
MARGARET M. SECK**  
NW COR. SEC. 1 T2S R9W  
A PART OF TRACT M-281  
DE SOTO COUNTY, MISSISSIPPI

SCALE 1"=200'  
DRAWN M.L.R.  
MIS 234.6 TRAIL RELOC  
CHECKED S.M.  
FILE NO. 4104008

DATE 2-6-98  
APPROVED  
APPROVED  
ENGR. DEPT.

DWG. NO. LL-3480

ORIGINAL